

TERMS AND CONDITIONS OF THIS PURCHASE ORDER

1. **INVOICES:** All invoices (in duplicate), shipping notices, and bills of lading are to be mailed to the DEPARTMENT RECEIVING ORDER within 24 hours after shipment. All invoices must reference the purchase order number or they will be returned to you. PLEASE OBTAIN THE ADDRESS OF THE CITY DEPARTMENT WHERE THE INVOICE SHOULD BE SENT IF NOT STATED ON THE FACE ON THIS PURCHASE ORDER UNDER "BILL TO" ADDRESS.
2. **ACKNOWLEDGEMENT:** When requested, kindly acknowledge orders promptly and state when delivery will be made.
3. **CHANGES:** The conditions, terms or quantities on this contract must not be changed by vendor. If not satisfactory, please return with your comments.
4. **CANCELLATION:** The City Purchasing Director reserves the right to cancel this purchase order in whole or in part if deliveries are not made in accordance with all the terms of this contract.
5. **TERMINATION FOR CONVENIENCE OF THE CITY.** The City may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the City Purchasing Director to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the commodities actually and satisfactorily provided, less payments previously made.
6. **SHIPMENTS:** All materials named on this order are to be shipped F.O.B. Destination. TIME IS OF THE ESSENCE. Vendor is requested to notify the Department placing the order if delivery cannot be made in accordance with this order.
7. **PRICE:** If price is omitted, it is agreed that vendor's price will be the lowest prevailing market price.
8. **PACKING:** Materials shall be properly packaged. Damaged goods will not be accepted. Packages are to be plainly marked with vendor's name and purchase order number. No charges will be allowed for boxing, packing, or crating.
9. **NON-DISCRIMINATION:** In performing in accordance with the terms of this contract, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Vendor is required to include a similar provision in all subcontracts. This provision shall include, but shall not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
10. **PATENTS:** Vendor hereby guarantees that the sale or use of the products described herein will not infringe on any patent, copyright, or trademark.
11. **INDEMNITY:** Vendor shall indemnify and save harmless the City of Milwaukee from and against any claims, injuries, damages, or losses, including attorney fees and litigation expenses, arising out of the negligent performance of Vendor.
12. **TAX EXEMPTION:** The City of Milwaukee is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. The City of Milwaukee is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. The City's Wisconsin Sales and Use Tax Exemption number is ES 44381.
13. **RESPONSIBILITY:** No adjustments, changes, or purchase of materials, supplies, services and/or equipment will be recognized unless made through the DOA/Business Operations Division-Procurement Services Section.
14. Contractor agrees that they will comply with all applicable requirements of the AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.
15. All terms and conditions found in any contract containing terms specific to this procurement apply to this procurement. In all cases of conflicts between such contract and items 1-13 above, the contract containing the terms specific to this procurement shall prevail.
16. **PROMPT PAYMENT LAW:** It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.
17. **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.